UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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ATLANTIC CASUALTY INSURANCE COMPANY,

Plaintiffs,

- against -

Index No.: 11 Civ. 7565 (DLC)

VALUE WATERPROOFING, INC., a/k/a VALUE CONTRACTING, INC. a/k/a VALUE WATER PROOFING, INC., GREENWICH INSURANCE COMPANY, BULLARD PURCHASING AND SALES, INC. and KANSAS FRIED CHICKEN, INC.

Defendants.
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ANSWER AND JURY DEMAND

Defendant, Greenwich Insurance Company, responding to the Complaint of plaintiff, by its attorneys, Gennet, Kallmann, Antin & Robinson, P.C., says:

1. That it admits the allegations contained in ¶1 in the Complaint except it lacks knowledge and information sufficient to form a belief as to the truth of the jurisdictional allegations aside from the amount in controversy and leaves to plaintiff to its proofs.

2. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶2 in the Complaint and leaves plaintiff to its proofs.

3. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶3 in the Complaint, except that it admits that Value Water Proofing, Inc. a/k/a Value Contracting, Inc. is a New York corporation with a principal place of business at 3015 Colden Avenue, Bronx, New York 10469.

4. That it admits the allegations contained in ¶4 in the Complaint.

5. That it admits the allegations contained in ¶5 in the Complaint, except that it lacks knowledge and information sufficient to form a belief as to the allegation that it transacts business in every county in New York State and leaves plaintiff to its proofs.

6. That it admits the allegations contained in ¶6 in the Complaint.

7. That it admits the allegations contained in ¶7 in the Complaint.

8. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶8 in the Complaint and leaves plaintiff to its proofs.

9. That it admits the allegations contained in ¶9 in the Complaint.

10. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶10 in the Complaint and leaves plaintiff to its proofs.

11. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶11 in the Complaint, except that it admits that Greenwich Insurance Company received correspondence on behalf of Atlantic Casualty dated October 4, 2010.

12. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶12 in the Complaint and leaves plaintiff to its proofs.

13. That it admits the allegations contained in ¶13 in the Complaint.

14. That it admits the allegations contained in ¶s14 and 15 in the Complaint.

15. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s16 and 17 in the Complaint and leaves plaintiff to its proofs.

16. That in response to the allegations contained in ¶18 in the Complaint, defendant repeats and realleges its response to the allegations contained ¶s1 through 17 in the Complaint.

17. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in the Complaint and leaves plaintiff to its proofs.

18. That it denies the allegations contained in ¶29 in the Complaint.

19. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s30, 31, 32 and 33 in the Complaint and leaves plaintiff to its proofs.

20. That it denies the allegations contained in ¶s 34, 35, 36, 37, 38, 39, 40 and 41 in the Complaint.

21. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶42 in the Complaint and leaves plaintiff to its proofs.

22. That in response to the allegations contained in ¶43 in the Complaint, it repeats and realleges its response to the allegations contained in ¶s 1 through 42 as if fully set forth at length herein.

23. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s 44, 45, 46, 47 and 48 in the Complaint and leaves plaintiff to its proofs.

24. That it denies the allegations contained in ¶s 49, 50 and 51 in the Complaint.

25. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶ 52 in the Complaint and leaves plaintiff to its proofs.

26. That in response to the allegations contained in ¶53, it repeats and realleges its response to the allegations contained in ¶s 1 through 52 in the Complaint as if fully set forth at length herein.

27. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s 54, 55, 56, 57 and 58 in the Complaint and leaves plaintiff to its proofs.

28. That it denies the allegations contained in ¶s 59, 60 and 61 in the Complaint.

29. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶62 in the Complaint and leaves plaintiff to its proofs.

30. That in response to the allegations contained in ¶63, it repeats and realleges its response to the allegations contained in ¶s 1 through 62 in the Complaint as if fully set forth at length herein.

31. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶s 64, 65, 66, 67 and 68 in the Complaint and leaves plaintiff to its proofs.

32. That it denies the allegations contained in ¶69 in the Complaint.

33. That in response to the allegations contained in ¶70, it repeats and realleges its response to the allegations contained in ¶s 1 through 69 in the Complaint as if fully set forth at length herein.

34. That it lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in ¶71 in the Complaint and leaves plaintiff to its proofs.

35. That it denies the allegations contained in ¶72 in the Complaint, except to state that Greenwich seeks to recover for damages which include, but are not limited to recovery for damage to property.

36. That it denies the allegations contained in ¶s 73 and 74 in the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

That plaintiff is barred from recovery by reason of the doctrine of waiver.

SECOND AFFIRMATIVE DEFENSE

That plaintiff is barred from recovery by reason of the doctrine of estoppel.

THIRD AFFIRMATIVE DEFENSE

That plaintiff is barred from recovery by reason of its inequitable conduct.

FOURTH AFFIRMATIVE DEFENSE

That by reason of notice to plaintiff and an earlier disclaimer, its defense based on alleged late notice of suit is deficient as a matter of law.

FIFTH AFFIRMATIVE DEFENSE

That plaintiff is barred from relief by reason of the applicable statutes and regulations including, but not limited to New York State Insurance Law §3420.

WHEREFORE, defendant demands judgment dismissing the Complaint, together with costs, attorneys' fees and such other and further relief as the Court deems just and equitable.

JURY DEMAND

Defendant demands trial by jury on all issues so triable.

Dated: New York, New York
November 30, 2011

Yours, etc.

(DS 2716)

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